

ITEM 4.7

CITY MANAGER'S REPORT AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR RIGHT-OF-WAY CONSULTING SERVICES WITH DOKKEN ENGINEERING AND ASSOCIATE ENGINEERING GROUP**

RECOMMENDATION: **Adopt Resolution Approving a Professional Services Agreement with Dokken Engineering for Right-of-Way Consulting Services and Amendment No. 1 for Associated Engineering Group Related to the Louise Avenue and McKinley Avenue Intersection Capital Improvement Project PS 15-02 and Authorizing Related Budget Amendment**

SUMMARY

City Council approved the creation of Capital Improvement Project (CIP) Public Streets (PS) 15-02 for the intersection improvements of Louise Avenue and McKinley Avenue. A professional services agreement with Associated Engineering Group for the design engineering of PS 15-02 was approved during the March 11, 2019 City Council regular meeting. According to the McKinley Avenue Precise Plan Line, additional right-of-way is needed to complete the intersection improvements.

In June of 2019, staff requested proposals for right-of-way consulting services from four (4) firms. After reviewing and evaluating the proposals, Dokken Engineering was selected based on previous work history, qualifications, positive references, and their overall understanding of the project requirements.

The professional services proposal from Associated Engineering Group included add alternatives related to environmental consulting services. With the acquisition of right-of-way, the add alternatives are necessary to increase the scope of the environmental consulting services to satisfy Caltrans requirements associated with the federal funding for the project.

Staff requests that City Council authorize the following:

- A Professional Services Agreement with Dokken Engineering in the amount of \$22,024 plus a 15% contingency for a total cost of \$25,327.
- Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group in the amount of \$40,000 plus a 15% contingency for a total cost of \$46,000.
- Related budget amendment for CIP 15-02 in the amount of \$71,327 from the Local Transportation fund.

AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING**APPROVE PROFESSIONAL SERVICES AGREEMENT FOR RIGHT-OF-WAY CONSULTING SERVICES AND AMENDMENT NO. 1 FOR ASSOCIATED ENGINEERING GROUP RELATED TO THE LOUISE AVENUE AND MCKINLEY AVENUE PROJECT CIP PS 15-02 AND A BUDGET AMENDMENT****BACKGROUND**

The City's Traffic Monitoring Plan (TMP) calls for upgrades to the Louise Avenue and McKinley Avenue intersection. Louise Avenue is a key east and west route for trucks and vehicles traveling between Lathrop, Manteca and unincorporated San Joaquin County. In 2015, City Council approved the creation of CIP PS 15-02 Louise Avenue and McKinley Avenue Intersection Improvement Project to widen Louise Avenue, modify lane configurations and upgrade the traffic signal equipment at the intersection. Staff applied for and received federal Congestion Mitigation and Air Quality (CMAQ) funding from the San Joaquin Council of Governments (SJCOG) in the amount of \$400,000 to construct the improvements.

The project will provide protected left-turns for both eastbound and westbound Louise Avenue. The intersection will be widened to provide exclusive left-turn lanes for all directions and will satisfy the Federal Highway Administration (FHWA) Surface Transportation Assistance Act (STAA) truck route requirements for truck access to local businesses.

According to the McKinley Avenue Precise Plan Line, additional right-of-way is needed to complete the intersection improvements. In June of 2019, staff requested proposals for right-of-way consulting services from four (4) firms. After reviewing and evaluating the proposals, Dokken Engineering was selected based on previous work history, qualifications, positive references, and their overall understanding of the project requirements.

The professional services proposal from Associated Engineering Group included add alternatives related to environmental consulting services. With the acquisition of right-of-way, the add alternatives are necessary to increase the scope of the environmental consulting services to satisfy Caltrans requirements associated with the CMAQ funding.

Staff requests that City Council authorize the following:

- A Professional Services Agreement with Dokken Engineering in the amount of \$22,024 plus a 15% contingency for a total cost of \$25,327.
- Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group in the amount of \$40,000 plus a 15% contingency for a total cost of \$46,000.
- Related budget amendment for CIP 15-02 in the amount of \$71,327 from the Local Transportation fund.

**AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT FOR RIGHT-OF-WAY
CONSULTING SERVICES AND AMENDMENT NO. 1 FOR ASSOCIATED
ENGINEERING GROUP RELATED TO THE LOUISE AVENUE AND MCKINLEY
AVENUE PROJECT CIP PS 15-02 AND A BUDGET AMENDMENT**

REASON FOR RECOMMENDATION

Right-of-way acquisition is required to advance the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02. Staff recommends City Council approve a Professional Services Agreement with Dokken Engineering, Amendment No. 1 with Associated Engineering, and the related budget amendment for CIP 15-05 in the amount of \$71,327 necessary to advance the project.

FISCAL IMPACT:

Staff requests that City Council authorize the following:

- A Professional Services Agreement with Dokken Engineering in the amount of \$22,024 plus a 15% contingency for a total cost of \$25,327.
- Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group in the amount of \$40,000 plus a 15% contingency for a total cost of \$46,000.
- Related budget amendment for CIP 15-02 in the amount of \$71,327 from the Local Transportation fund.

CIP PS 15-02 currently holds a budget of \$109,330.50 for engineering services. The CMAQ funding can only be used for construction, therefore, staff requests a budget amendment in the amount of \$71,327 from the Local Transportation CFF Fund (2250) to acquire the necessary right-of-way for advancement of the Louise Avenue and McKinley Avenue Intersection Project, PS 15-02.

Transfer Out	
2250-99-00-990-90-10	\$71,327
Transfer In	
3310-9900-393-0000 PS 15-02	\$71,327
Increase Expense	
3310-8000-420-8400 PS 15-02	\$71,327

AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING


APPROVE PROFESSIONAL SERVICES AGREEMENT FOR RIGHT-OF-WAY CONSULTING SERVICES AND AMENDMENT NO. 1 FOR ASSOCIATED ENGINEERING GROUP RELATED TO THE LOUISE AVENUE AND MCKINLEY AVENUE PROJECT CIP PS 15-02 AND A BUDGET AMENDMENT

ATTACHMENTS:

- A. Resolution Approving a Professional Services Agreement with Dokken Engineering for Right-of-Way Consulting Services and Amendment No. 1 for Associated Engineering Group Related to the Louise Avenue and McKinley Avenue Intersection Capital Improvement Project PS 15-02 and Authorizing Related Budget Amendment
- B. Agreement for Professional Services with Dokken Engineering for Right-of-Way Consulting Services
- C. Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group

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AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT FOR RIGHT-OF-WAY
CONSULTING SERVICES AND AMENDMENT NO. 1 FOR ASSOCIATED
ENGINEERING GROUP RELATED TO THE LOUISE AVENUE AND MCKINLEY
AVENUE PROJECT CIP PS 15-02 AND A BUDGET AMENDMENT

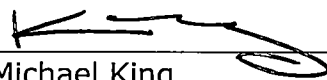
APPROVALS



Brad Taylor
Associate Engineer

8/8/19


Date



Michael King
Assistant Director of Public Works

8-8-19

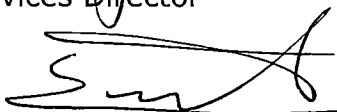
Date



Cari James
Finance & Administrative
Services Director

8/8/19

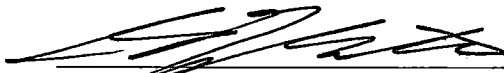
Date



Salvador Navarrete
City Attorney

8-8-19

Date



Stephen J. Salvatore
City Manager

8.8.19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DOKKEN ENGINEERING FOR RIGHT-OF-WAY CONSULTING SERVICES AND AMENDMENT NO. 1 FOR ASSOCIATED ENGINEERING GROUP RELATED TO THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION CAPITAL IMPROVEMENT PROJECT PS 15-02 AND AUTHORIZE RELATED BUDGET AMENDMENT

WHEREAS, the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02 was included in the approved FY 2019/20 budget; and

WHEREAS, the project consists of the installation of new traffic signals and widening the intersection of Louise Avenue and McKinley Avenue; and

WHEREAS, the intersection improvements will help reduce delays, excessive traffic back up and provide Surface Transportation Assistance Act (STAA) truck route compliance; and

WHEREAS, staff applied for and received federal Congestion Mitigation and Air Quality (CMAQ) funding from San Joaquin Council of Governments (SJCOG) in the amount of \$400,000 to construct the improvements; and

WHEREAS, a Professional Services Agreement with Associated Engineering Group was approved for the design engineering of PS 15-02 during the March 11, 2019 City Council meeting; and

WHEREAS, right-of-way consulting services and acquisition are needed to advance the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02; and

WHEREAS, staff requested proposals for right-of-way consulting services from four (4) firms and received proposals from four (4) firms and Dokken Engineering was selected based on previous work history, qualifications, positive references, and their overall understanding of the project requirements; and

WHEREAS, the professional services proposal from Associated Engineering Group included add alternatives related to environmental consulting services. With the acquisition of right-of-way, the add alternatives are necessary to increase the scope of the environmental consulting services to satisfy Caltrans requirements associated with the CMAQ funding; and

WHEREAS, staff is requesting City Council to authorize the following necessary to advance the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02:

- A Professional Services Agreement with Dokken Engineering in the amount of \$22,024 plus a 15% contingency for a total cost of \$25,327.

- Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group in the amount of \$40,000 plus a 15% contingency for a total cost of \$46,000.
- Related budget amendment for CIP 15-02 in the amount of \$71,327 from the Local Transportation CFF Fund (2250).

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the following necessary to advance the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02

- A Professional Services Agreement with Dokken Engineering in the amount of \$22,024 plus a 15% contingency for a total cost of \$25,327.
- Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group in the amount of \$40,000 plus a 15% contingency for a total cost of \$46,000.
- Related budget amendment for CIP 15-02 in the amount of \$71,327 from the Local Transportation CFF Fund (2250).

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize the following budget amendment to the following accounts:

Transfer Out	
2250-99-00-990-90-10	\$71,327
Transfer In	
3310-9900-393-0000 PS 15-02	\$71,327
Increase Expense	
3310-8000-420-8400 PS 15-02	\$71,327

The foregoing resolution was passed and adopted this 12th day of August 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

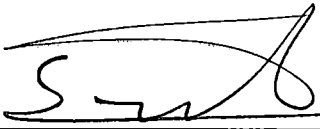
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP AGREEMENT FOR PROFESSIONAL ENGINEERING
CONSULTING SERVICES WITH DOKKEN ENGINEERING**

**FOR THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION
CAPITAL IMPROVEMENT PROJECT PS 15-02**

THIS AGREEMENT, dated for convenience this **12th day of August 2019**, is by and between Dokken Engineering ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Engineering Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$22,024**, for the Professional Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term.

The effective date of this Agreement is **August 12, 2019**, and it shall terminate no later than **June 30, 2020**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Jamie Formico**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

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Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.

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- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

- (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
- (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

(12) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre
Lathrop, CA 95330

MAIN: (209) 941-7430
FAX: (209) 941-7449

To Consultant: Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Phone: (916) 858-0642

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.


(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete Date 7-15-19

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King Date

Accepted By:


City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Consultant:

Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

Fed ID # 68-0099664
Business License # 20485



Signature Date 7 11 19 ¹⁹ _{me}

Richard A. Dokken, CEO

(Print Name and Title)

APPRAISAL AND ACQUISITION SERVICES FOR
CITY OF LATHROP – LOUISE AVENUE & MCKINLEY AVENUE INTERSECTION

PROJECT UNDERSTANDING

The City of Lathrop is proposing the appraisal and acquisition of right of way from parcels 198-100-09 & 198-100-10 for the intersection improvement project located at Louise Avenue and McKinley Avenue. The project involves the full acquisition of parcel 198-100-09. Parcel 198-100-10 requires a partial acquisition.

SCOPE OF SERVICES

Provided below is summary of the scope of services and deliverables Dokken Engineering will provide, as required to the City of Lathrop:

RIGHT OF WAY PROJECT MANAGEMENT AND COORDINATION SERVICES—To eliminate any unforeseen issues, Dokken Engineering's team works closely with Caltrans or applicable funding sources to ensure all changes regarding certification, documentation, and procedures are implemented. By coordinating our efforts with Caltrans, Dokken Engineering ensures that all the current documentation and procedures are used for all right of way efforts for local public agency projects.

Dokken Engineering will do the following once a task is assigned:

- Review title reports and implement solutions for items that may affect title or cause a delay in escrow;
- Provide all gathered information to the appraiser and attain a detailed timeline to complete the assigned task;
- Monitor progress and provide any additional information to the designated appraiser;
- Review all reports supplied by the appraiser for quality assurance;
- Provide draft reports to the review appraiser for final review and recommendations;
- Prepare draft acquisition documentation for Client review and approval;
- Provide final appraisal report, appraisal review, and acquisition documentation to the Client for final review;
- Prepare staff reports for approval of just compensation;
- Make offers in person to each property owner;
- Attain executed acquisition documentation from each affected property owner;
- Provide possession documentation in lieu of purchase contracts;
- Supply condemnation support, if required;
- Deliver fully executed documentation to escrow/title officers to close escrow and provide title insurance;
- Coordinate the close of escrow and provide original copies of acquisition files to the Client;
- Provide the Client with original acquisition files.

Dokken Engineering will be available to attend meetings as the Client determines is necessary. Project meetings to discuss the project schedule and to address challenges as they arise will be recommended. Dokken Engineering will provide a project tracking table with milestone dates to the Client on a regular schedule.

Dokken Engineering is available to attend Project Delivery Meetings (PDT) with the City. Additionally, when needed, Dokken Engineering can meet with the Board of Supervisors to provide clarification or information on right of way acquisition matters. Dokken is also available, at the request of the City, to attend any Public Community Meetings regarding the project.

APPRAISAL AND ACQUISITION SERVICES FOR
CITY OF LATHROP – LOUISE AVENUE & MCKINLEY AVENUE INTERSECTION

Dokken's right of way agents will meet in person with property owners or the owner's representative at the location of their choosing, whether it be the subject property, the owner's home, or a neutral location. Dokken's right of way agents will work with property owners' schedules and are available to meet outside of normal business hours and on weekends, when required. Dokken will continue to meet with owners throughout the negotiations process until the acquisition process has been finalized. Lastly, during the escrow coordination process, Dokken will be available to the property owners to provide any necessary notary services required for the escrow documentation.

Dokken Engineering's project management philosophy is to treat every client as if they are our only client. We are immediately available in person, by phone, and by e-mail. For us, project management means contract compliance, accurate file systems, budgets, schedules, and assembling the appropriate team to do the job right. It means monitoring sub-consultant work, progress reporting, and assisting our clients with the hundreds of details involved with project delivery. Dokken Engineering uses a consistent project management approach on all projects:

"No Surprises" Communication with our Clients – Dokken Engineering maintains constant communication with our clients. Emerging issues are brought to our client's attention, along with proposed solutions. Additionally, Dokken maintains communication with our subconsultants in order to keep everyone up to date and on schedule.

Clear, Concise, and Complete Reporting – Dokken Engineering can provide both weekly and monthly progress reports that include accomplished tasks, upcoming tasks, pending issues, and scheduled completion target dates. We coordinate and facilitate regular progress and team meetings and prepare all exhibits and handouts.

Project Schedule Monitoring – Each of Dokken Engineering's projects is guided by a project baseline schedule, clear milestones, major activities, and deliverables at a level of detail appropriate to the project. The schedule drives the project, not the reverse.

Budget Control – The key to preserving budgets is to start on time, get it right, and meet submittal deadlines. Dokken Engineering utilizes the same staff from beginning to end. This eliminates inefficient orientation time and repeated site visits for new team members.

PROJECT TRACKING TABLE – Jamie Formico will maintain the project tracking table and ensure that it is sent to the Client on the regularly requested schedule. As a component of effective project management and in an effort to keep the project on schedule and the Client current with acquisition data, a project tracking table will be created. This table will outline milestones and supply completion dates, comments and any additional information the Client may request.

⇒ Deliverables: Project Tracking Table

ORDER TITLE REPORTS/TITLE RESEARCH – Dokken will order preliminary title reports for parcels 198-100-09 & 198-100-10. Upon receipt of preliminary title reports, Dokken Engineering right of way team will perform all necessary research for each parcel being acquired. Agents may resolve or oversee resolution of problems relating to unusual circumstances with regard to title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements and rights of way.

⇒ Deliverables: Resolution of title issues

**APPRAISAL AND ACQUISITION SERVICES FOR
CITY OF LATHROP – LOUISE AVENUE & MCKINLEY AVENUE INTERSECTION**

APPRAISAL PROCESS – Appraisals will be completed for parcels 198-100-09 & 198-100-10. 198-100-09 will be appraised as a full acquisition. For parcel 198-100-10, the appraiser will value the project requirements and complete a separate valuation within the same report for the ultimate right of way needed per the City's specific plan for McKinley Avenue. The appraisals will be completed by licensed General Real Estate Appraisers. Notice of intent to appraise letters along with acquisition policy brochures will be provided to all impacted property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

⇒ Deliverables: Appraisals Reports

OBTAIN APPRAISAL REVIEW REPORTS – Appraisal Reviews will be completed by a Certified General Real Estate Appraiser. Upon acceptance and approval of the property appraisals, an independent appraisal review will be completed by Dokken Engineering's subconsultant. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing "highest and best use" conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers' conclusions and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.

⇒ Deliverables: Appraisal Review Reports

SUMMARY STATEMENT – Dokken Engineering will complete a Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16) for each property. This document will be delivered to property owners with the offer package during the initial meeting.

⇒ Deliverables: Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16)

NEGOTIATE FOR RIGHT OF WAY – Acquisitions will be required from two parcels. Parcel 198-100-09 will require a full acquisition. Parcel 198-100-010 will involve offering to purchase the right of way needed for the current project and include an offer to purchase the ultimate right of way needed per the City's specific plan for the area in the future.

All "Good Faith Negotiations" will be completed by Dokken Engineering's Right of Way Team. After completion of the appraisal process and just compensation determination, Dokken Engineering will prepare the offer package and meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take

APPRAISAL AND ACQUISITION SERVICES FOR
CITY OF LATHROP – LOUISE AVENUE & MCKINLEY AVENUE INTERSECTION

locations, Title VI information, "Your Property – Your Transportation Project" booklet. Dokken Engineering will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. Dokken Engineering will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

Dokken Engineering will work closely with the Client to aid in the recommendation of the appropriate course of action with regard to the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the Client for review. Working with the property owners to agreeable terms will be Dokken Engineering's focus. There may be situations where condemnation is unavoidable, such as clouds in the title. In the event the Client will need to attain property through the condemnation process, Dokken Engineering will assist in the preparation of all necessary condemnation reports, letters, and packages.

Additionally, Dokken Engineering will attend, at the request of the Client, any Public Community Meetings regarding the project.

Dokken Engineering's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

⇒ Deliverables: Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters

ESCROW COORDINATION – Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken will be available to assist the Client in opening escrow. Dokken will supply fully executed agreements along with other supporting information to escrow in order to close each transaction. Dokken will work closely with the Client to assist in the timely closing of all transactions. For the convenience of the property owner, our right of way team has a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to the Client for acceptance prior to recording. In the event escrow services are not required, Dokken is available to perform these services and record the required documentation.

⇒ Deliverables: Escrow Documents and Closing Statements

CALTRANS RIGHT OF WAY CERTIFICATION– Dokken will coordinate with the Client and supply all required documentation for the right of way certification. Dokken Engineering will review all acquisition documents for proper and complete execution, including formal acceptance.

⇒ Deliverables: Right of Way Certification Documentation

PROJECT CLOSE-OUT –The original acquisition file for each affected parcel will be provided to the Client upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, construction contract work documentation and all applicable documentation.

⇒ Deliverables: Original Acquisition Files, Construction Contract Work Documentation

RELATED EXPERIENCE

Dokken Engineering understands that successful and timely delivery of a project from inception to ribbon cutting requires attention to many details. Our experience working on both large and small projects results in superior and efficient project delivery for our clients. On the following pages is a sampling of some of our project delivery experience.

GAS POINT ROAD WIDENING PROJECT



DURATION
2017-2018

CLIENT CONTACT

Brandon Magby, SR/WA
County Right of Way Agent
Shasta County DPW
1855 Placer Street
Redding, CA 96001
(530) 225-5472

KEY STAFF INVOLVEMENT

Jamie Formico, SR/WA
Jason Andrews, SR/WA
Vanessa Cothran, SR/WA
Randall Blaesí, Review
Appraiser

SERVICES PERFORMED

- Project Management
- Appraisals
- Document Preparation
- Acquisition

SHASTA COUNTY, California

PROJECT OVERVIEW | Shasta County Department of Public Works is preparing to widen Gas Point Road. The widening will be between Charles Street and Stonegate Drive and will consist of constructing a center turn lane with 4-foot paved shoulders with 4-foot gravel shoulders.

RIGHT OF WAY SCOPE | Dokken was responsible for right of way appraisal and appraisal review, preparation of just compensation documentation, property rights negotiation and right of way certification coordination. The project involved the acquisition of right of way from 10 parcels.

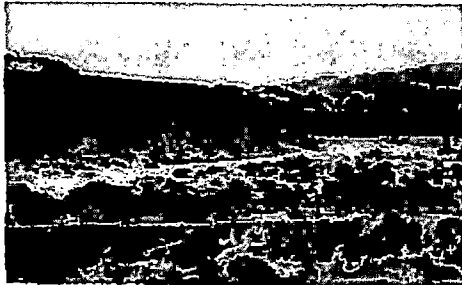


GAS POINT ROAD AT NO NAME DITCH CULVERT REPLACEMENT PROJECT

PROJECT OVERVIEW | Shasta County Department of Public Works is preparing to replace an existing box culvert at no name creek at Gas Point Road and Charles Street.

RIGHT OF WAY SCOPE | Dokken was responsible for right of way appraisal, appraisal review, waiver valuation, preparation of just compensation documentation, property rights negotiation and right of way certification coordination. The project involved the acquisition of right of way from three properties.

GREEN TREE EXTENSION PROJECT



DURATION

2017-Current

CLIENT CONTACT

City of Victorville
Brian Gengler, City Engineer
City of Victorville
14343 Civic Drive
Victorville, CA 92393
(760) 955-5000

KEY STAFF INVOLVEMENT

Jamie Formico, SR/WA
Jason Andrews, SR/WA
Vanessa Cothran, SR/WA

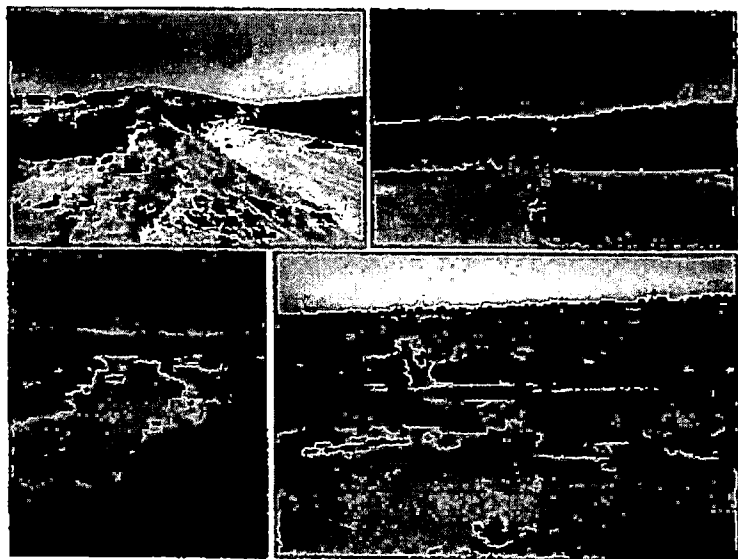
SERVICES PERFORMED

- Project Management
- Right of Way Engineering
- Preliminary Title Reports
- Surveying & Mapping
- Determining Right of Way Requirements
- Plat Maps & Legal Descriptions
- Property Owner Exhibits
- Appraisals
- Document Preparation
- Acquisition
- Escrow Coordination
- Coordination with BNSF

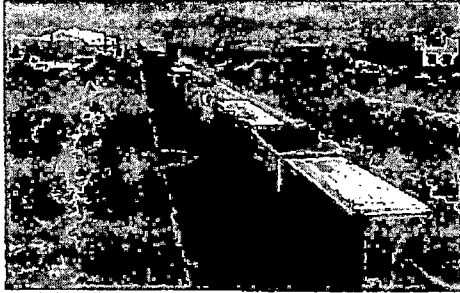
CITY OF VICTORVILLE, California

PROJECT OVERVIEW | The Green Tree Boulevard Extension is a roadway gap closure project that would connect Yucca Loma Road in the Town of Apple Valley at the east end of the project with Hesperia Road and Green Tree Blvd in the City of Victorville at the west end of the project. It provides approximately 1.5 miles of new roadway and a 600 feet long bridge over the BNSF Railroad, where no crossing currently exists. This segment is the last link in a new east-west transportation corridor [Yucca Loma Road Bridge/Yates Road/ Green Tree Boulevard Transportation Improvement Project] providing a new route across the Mojave River developed by the Town of Apple Valley, City of Victorville and County of San Bernardino over the last several years. Projects under construction currently include the widening of Yucca Loma Road, a new bridge over the Mojave River to connect Yucca Loma Road to Yates Road, and widening of a portion of Yates Road. This segment of the project is located mostly within the City of Victorville with portions in unincorporated County of San Bernardino.

RIGHT OF WAY SCOPE | Dokken was responsible for right of way engineering, ordering and reviewing preliminary title reports, surveying and mapping, determining right of way requirements, producing plat maps and legal descriptions, preparing property owner exhibits, appraisal and appraisal review, preparation of just compensation documentation, property rights negotiation, and escrow coordination. The project involved the acquisition of right of way from 19 parcels.



BEAR VALLEY ROAD OVER BNSF



DURATION

2009 to 2017

CLIENT CONTACT

City of Victorville
Brian Gengler, City Engineer
City of Victorville
14343 Civic Drive
Victorville, CA 92393
(760) 955-5000

KEY STAFF INVOLVEMENT

Jamie Formico, SR/WA
Vanessa Cothran, SR/WA
Jason Andrews, SR/WA

SERVICES PERFORMED

- Project Management
- Preliminary Title Reports
- Right of Way Engineering
- Survey & Mapping
- Determining Right of Way Requirements
- Plats Maps & Legal Descriptions
- Property Owner Exhibits
- Acquisition
- Appraisals
- Document Preparation
- Railroad Coordination
- Escrow Coordination
- Document Recording
- Caltrans Right of Way Certification Coordination

CITY OF VICTORVILLE, California

PROJECT OVERVIEW | Dokken Engineering provided preliminary engineering, alternatives analysis, and funding support services for this HBP project over the BNSF Railroad. The existing overcrossing structure is functionally obsolete and lacks shoulders and a median. Dokken Engineering studied six alternatives to improve the structure. Each alternative evaluated the key issues and constraints including, roadway geometrics, General Plan, HBP and BNSF requirements, construction staging, and right of way impacts to adjacent properties. Of the six alternatives studied, Dokken Engineering determined two to be feasible.

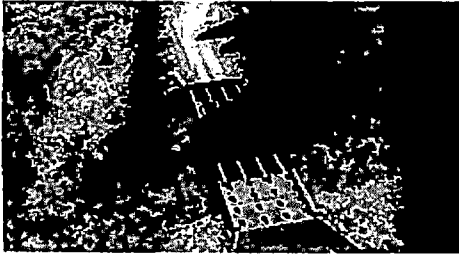
Due to the flat terrain and railroad clearance requirements, the bridge requires long, filled roadway approaches beyond the 200 feet typically funded through HBP. Dokken Engineering assisted the City in securing additional HBP funds for these long approach roadway improvements, showing Caltrans that the improvements are necessary to meet current design standards.

Dokken Engineering is currently completing final design and an application under General Order 88-B for a Modified Existing Rail Crossing. As part of that application, close design coordination is occurring with BNSF Railroad to gain structure and construction staging buy-in early in the design process, resulting in a project concurrence letter at 95% design. BNSF concurrence is a critical part of the CPUC modified crossing application.

RIGHT OF WAY SERVICES | Dokken Engineering's Right of Way Team will provide acquisition services for eight parcels, including BNSF railroad. Dokken has an established relationship with BNSF and holds monthly meetings to discuss on-going projects and crucial deadlines.



TRINITY COUNTY HBP BRIDGE PROJECTS



DURATION
2016- 2017

CLIENT CONTACT
André Catellier, PE – President
RNR Construction
8589 Thys Court
Sacramento, CA 95828
(916) 379-0957

KEY STAFF INVOLVEMENT
Jamie Formico, SR/WA
Jason Andrews, SR/WA
Vanessa Cothran, SR/WA
Randall Blaesi, Review
Appraiser

SERVICES PERFORMED

- Project Management
- Right of Way Engineering
- Preliminary Title Reports
- Surveying & Mapping
- Determining Right of Way Requirements
- Plat Maps & Legal Descriptions
- Property Owner Exhibits
- Appraisals
- Document Preparation
- Acquisition
- Escrow Coordination

CENTRAL FEDERAL LANDS HIGHWAY DIVISION Trinity County, California

PROJECT OVERVIEW | Dokken Engineering teamed with RNR Construction to design and construct five bridge replacements in Trinity County, California. In addition to the bridge replacement, the project also included; approach roadway improvements, safety improvements and erosion control measures.

The project was awarded through an innovative design-build contract format that included all right of way acquisition, environmental compliance, design, construction, and quality management to be completed in a 10-month project schedule. The project is being administered by Central Federal Lands Highway Division, a division of the Federal Highway Administration.

RIGHT OF WAY SCOPE | Dokken was responsible for right of way engineering, ordering and reviewing preliminary title reports, surveying and mapping, determining right of way requirements, producing plat maps and legal descriptions, preparing property owner exhibits, appraisal and appraisal review, preparation of just compensation documentation, property rights negotiation, escrow coordination and FHWA right of way certification coordination. Right of Way acquisition was closed in 6 weeks to meet the aggressive schedule, and all acquisitions were completed in April of 2017. Construction was completed in October 2017.



**GOLD HILL ROAD AT AUBURN RAVINE
BRIDGE REPLACEMENT PROJECT**

PLACER COUNTY, California



DURATION
2017-2018

CLIENT CONTACT

John P. Weber, SR/WA
Placer County Dept. of Public Works
3091 County Center Drive, Suite 220
Auburn, CA 95603-2614
(530)745-7564

KEY STAFF INVOLVEMENT

Jamie Formico, SR/WA
Jason Andrews, SR/WA
Vanessa Cathran, SR/WA
Dwight Pattison, Appraiser
Mike Pattison, Appraiser

SERVICES PERFORMED

- Project Management
- Appraisals
- Document Preparation
- Acquisition
- Escrow Coordination

PROJECT OVERVIEW | Placer County is proposing the replace the existing bridge on Gold Hill Road over Auburn Ravine. The existing bridge is 86 years old and classified as structurally deficient.

The existing Auburn Ravine Bridge is a 65 feet long and 23 feet wide single span-reinforced-concrete arch bridge (built in 1930) located approximately 0.65 miles north of SR-193. The proposed improvements include the replacement of the existing bridge with a cast-in-place post-tensioned concrete box girder bridge. The proposed bridge will be approximate 92 feet long and will be supported on seat type abutments, supported by cast-in-drilled-hole piles, if necessary. The abutments will be located behind the existing abutments and will be placed outside the limits of the Ordinary High Water Mark. Excavation depth at the abutments will be up to 20 feet, measured from the existing roadway surface. The Gold Hill Road bridge profile will be raised to provide hydraulic clearance required for the design hydrologic event. The top of the new bridge will be between one and three feet higher than the top of the existing bridge.

The roadway alignment will remain at relatively the same location as the existing roadway alignment. The roadway approaches would be widened from 20 feet to 32 feet wide and raised by a maximum of approximately eight feet to conform to the replacement structure. The new approaches would consist of two twelve-foot lanes with four-foot shoulders and will extend approximately 460 feet south of the bridge and 860 feet north of the bridge, providing a smooth transition from the new bride to the existing roadway

The project is being completed under the Federal Highway Bridge Program (HBP).

RIGHT OF WAY SCOPE | Dokken was responsible for right of way appraisal and appraisal review, preparation of just compensation documentation, property rights negotiation and right of way certification coordination. The project involved the acquisition of right of way from nine parcels.



US-50/WESTERN PLACERVILLE INTERCHANGES



DURATION

Phase 1 = 2008

Phase 2 = 2017

CLIENT CONTACT

Rebecca Neves – City Engineer
City of Placerville
3101 Center Street Placerville, CA
95667
(530) 642-5250

KEY STAFF INVOLVEMENT

Jamie Formico, SR/WA
Jason Andrews, SR/WA
Vanessa Cothran, SR/WA
Dwight Pattison, Appraiser
Mike Pattison, Appraiser

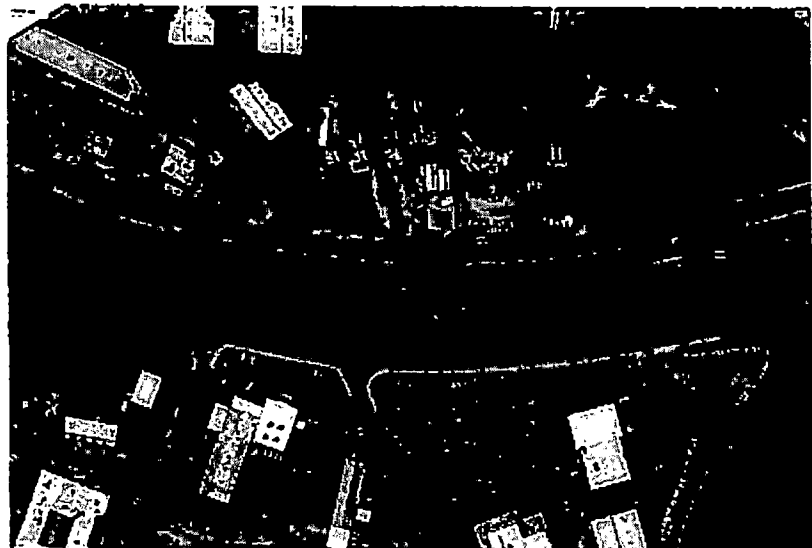
SERVICES PERFORMED

- Project Management
- Right of Way Engineering
- Preliminary Title Reports
- Surveying & Mapping
- Determining Right of Way Requirements
- Plat Maps & Legal Descriptions
- Property Owner Exhibits
- Appraisals
- Document Preparation
- Acquisition
- Escrow Coordination
- Caltrans Right of Way Certification

CITY OF PLACERVILLE, California

PROJECT OVERVIEW | The project improved local and regional traffic operations and to accommodate the projected 20-year increases in traffic volumes within the project area. The design of the project will be developed in four phases. Dokken completed PS&E of Phase 1 (built in 2013) and has recently finalized PS&E on the subsequent phases and preformed the following for all phases right of way engineering, ordering and reviewing preliminary title reports, surveying and mapping, determining right of way requirements, producing plat maps and legal descriptions, preparing property owner exhibits, appraisal and appraisal review, waiver valuations in lieu of appraisals, preparation of just compensation documentation, property rights negotiation, escrow coordination and Caltrans right of way certification Coordination.

RIGHT OF WAY SCOPE | Dokken was responsible for right of way engineering, ordering and reviewing preliminary title reports, surveying and mapping, determining right of way requirements, producing plat maps and legal descriptions, preparing property owner exhibits, appraisal and appraisal review, preparation of just compensation documentation, property rights negotiation, and escrow coordination. The project involved the acquisition of right of way from four parcels. The interchange is located on Highway 50 a Caltrans owned roadway. Caltrans reviewed and commented on the appraisals, appraisal reviews, acquisition documentation and the coordination of property owned by the County of El Dorado transferred to the City of Placerville.



RESPONSIBLE PERSONNEL

Dokken's right of way team will be led by Jamie Formico. She will be supported by developed staff and independent appraisers who have worked together on many right of way projects. Her resume, as well as those of our key staff and appraisers, can be reviewed in the Appendix.

JAMIE FORMICO, SR/WA, R/W-NAC, R/W-RAC | Project Manager

Jamie Formico has 17 years of right of way project management, real property acquisition and relocation experience. She is an active member of the International Right of Way Association and past president for Chapter 27, as well as past Vice Chair of the International Transportation Committee. Most recently, she was awarded Project Manager of the Year by the Sacramento chapter of the American Public Works Association. She specializes in right of way project management, utility relocation, and railroad coordination. Her specific right of way experience will provide this project with the necessary leadership expertise, and she will also have the support of the designated subconsultants and Dokken Engineering's skillful staff. Ms. Formico has successfully managed several right of way projects, including:

- Gas Point Road Widening, Shasta County, CA
- Trinity County HBP Bridges, Trinity County, CA
- US-50 Western Placerville Interchange, Placerville, CA
- Eastside Road at Olney Creek Bridge Replacement, Redding, CA
- Las Plumas Ave/Lincoln Blvd Safe Routes to School, Butte County, CA
- Indian Canyon Bridge Widening and Bridge Replacement at UPRR, Palm Springs, CA
- East Palm Canyon Over Palm Canyon Wash Bridge Rehabilitation, Palm Springs, CA
- South Palm Canyon Drive Low Water Crossing, Palm Springs, CA
- Bogert Trail Bridge Rehabilitation Project, Palm Springs, CA
- Randall Avenue Widening Project, Rialto, CA
- Alder Avenue Widening Project, Rialto, CA
- Bear Valley Widening over BNSF, Victorville, CA
- Green Tree Boulevard Extension, Victorville, CA
- Yucca Loma Road and Bridge Widening, Apple Valley, CA
- High Speed Rail, Fresno to Bakersfield, Bakersfield to Palmdale, HSR Authority, CA
- West Capitol Avenue Streetscape & Infrastructure Improvements, West Sacramento, CA
- Utility and Railroad Coordination, UPRR and BNSF, Various Locations, CA

VANESSA COTHRAN, SR/WA | Senior Right of Way Agent

Since 2004, Ms. Cothran has worked in the right of way industry on a variety of public projects. She has proven skills in delivering tasks working independently and as part of a team. Vanessa has demonstrated expertise in providing acquisition, relocation assistance services, waiver valuations, right of way cost estimates, and escrow coordination services in a timely and cost-effective manner and is knowledgeable regarding the requirements of the Uniform Act and Caltrans policies and procedures.

Project experience includes:

- Eastside Road at Olney Creek Bridge Replacement, Redding, CA
- Las Plumas Ave/Lincoln Blvd Safe Routes to School, Butte County, CA
- Gold Hill Over Auburn Ravine, Placer County, CA
- Gas Point Road at No Name Ditch Culvert Replacement, Shasta County, CA

- Trinity County HBP Bridges, Trinity County, CA
- Indian Canyon Bridge Widening and Bridge Replacement at UPRR, Palm Springs, CA
- East Palm Canyon Over Palm Canyon Wash Bridge Rehabilitation, Palm Springs, CA
- Bear Valley Widening over BNSF, Victorville, CA
- Randall Avenue Widening, Rialto, CA
- Linden Avenue Widening, Rialto, CA
- Alder Avenue Widening Project, Rialto, CA
- Green Tree Extension, Victorville, CA
- Yucca Loma Road and Bridge Widening, Apple Valley, CA
- Avenue 416/El Monte Way, Dinuba, CA

JASON ANDREWS, SR/WA | Senior Right of Way Agent

Over the past 10 years, Mr. Andrews has provided acquisition, relocation assistance, right of way, estimates, and waiver valuations for multiple City, County, and State projects. Mr. Andrews has provided these services for projects that include rural, agricultural, commercial, industrial, multi-family and single family residential properties. He is past President of Chapter 27 of the International Right of Way Association and received the Chapter's Professional of the Year Award.

Project experience includes:

- Eastside Road at Olney Creek Bridge Replacement, Redding, CA
- Gas Point Road Widening, Shasta County, CA
- Gas Point Road at No Name Ditch Culvert Replacement, Shasta County, CA
- Trinity County HBP Bridges, Trinity County, CA
- US- 50 Western Placerville Interchange, Placerville, CA
- Gold Hill Over Auburn Ravine, Placer County, CA
- Green Tree Extension Project, Victorville, CA
- Bear Valley Widening over BNSF, Victorville, CA
- Yucca Loma Road and Bridge Widening, Apple Valley, CA
- Randall Ave Widening, Rialto, CA
- Road 80 Widening, County of Tulare, Tulare, CA
- Avenue 416/El Monte Way, Dinuba, CA

APPRAISER QUALIFICATIONS

MICHAEL PATTISON (Pattison & Associates) | Appraisal

Michael Pattison is a graduate of the University of California, Santa Barbara with a degree in Business Economics. He started his appraisal experience working as an assistant in 1984. Since then he has experience working in appraisals of single-family residences, commercial and other types of properties plus both easements and fee acquisition appraisals for rights of way and other public projects. He is a senior member of the Sacramento Chapter of the International Right of Way Association and is a Past President. He received his SR/WA designation in November 1997 and was voted "Member of the Year" in 1998 and "Professional of the Year" in 2002 and 2003. He also received the Frank C. Balfour "Professional of the Year" Award from the IR/WA in 2004. He is also an Associate Member of the Sacramento Sierra

Chapter of the Appraisal Institute. Michael received his appraisal certification from the State of California, Office of Real Estate Appraisers, as a Certified General Appraiser.

DWIGHT PATTISON (Pattison & Associates) | Appraisal

Dwight Pattison began his appraisal career in 1966 with the California Division of Highways, now Caltrans (District 3 office) and worked for the Real Estate division of the State Department of General Services. Dwight is a 1966 graduate of Chico State University with a bachelor's degree in Business Administration. He obtained a certificate in real estate from UCLA in 1971. He left the State in 1984 to open his own appraisal firm, then joined Duncan, Duncan & Associates, Inc., as a partner in 1987 and remained through 1991. Dwight is a senior member of the International Right of Way Association and past president of the Sacramento Chapter. He has been a member of the International Executive Committee, serving as International President from 1999 to 2000. He has been chosen "Professional of the Year" four times, in 1980, 1990, 1991 and 2000. Dwight has been published in Right of Way Magazine on "The Valuation of Easements". He is also a designated senior member of the National Association of Independent Fee Appraisers (NAIFA). Dwight received his appraisal certification from the State of California, Office of Real Estate Appraisers, as a Certified General Appraiser. He is a qualified expert witness in San Joaquin, Sacramento, Yolo, Mendocino, Santa Cruz, El Dorado, Placer and Contra Costa Counties.

RANDALL BLAESI, ASA, MRICS (Curtis Rosenthal) | Appraisal Review

Mr. Blaesi is a qualified appraisal reviewer with Curtis Rosenthal, Inc. He was formerly Commercial Division Manager for the Los Angeles Office of The Property Sciences Group, Inc. Prior to that position, he was a Vice President and Senior Appraiser associated with Grubb & Ellis Landauer, LLC. Mr. Blaesi was previously a Senior Appraiser with Integra Realty Resources, Los Angeles and a Senior Appraiser in the Pasadena office of First American Commercial Real Estate Services. As an independent fee appraiser with offices in Sacramento and San Diego, California from 1991–2006, he specialized in appraisal and valuation consulting services regarding various types of real property including commercial, industrial, residential, agricultural, recreational, special purpose, easements, eminent domain, partial and full acquisition, environmental mitigation land, construction defect, fire, flood and earthquake damaged properties. His experience with expert witness testimony includes: civil litigation, bankruptcy and tax court proceedings. He has previously worked with Dokken on the Shasta County Gas Point Road Widening and Trinity County HBP Bridges Project in Trinity County, California.



**Appraisal and Acquisition Services
Louise Avenue and McKinley Avenue Intersection
Improvement Project**

FEE PROPOSAL



**COST PROPOSAL FOR APPRAISAL AND ACQUISITION SERVICES
LOUISE AVE & MCKINLEY AVE INTERSECTION IMPROVEMENT
CITY OF LATHROP**

Task Description	DOKKEN ENGINEERING					
	Jamie Formico Right of Way Manager	Vanessa Cothran Senior Right of Way Agent	Jason Andrews Senior Right of Way Agent	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST
	\$170.03	\$134.85	\$128.99			
RIGHT OF WAY SERVICES						
Project Management/Coordination/Project Tracking Table	5			5		\$850.14
Order Title Reports/Title Research		4		4	\$1,000.00	\$1,539.40
Appraisals - 2 Reports	2			2	\$5,000.00	\$5,340.05
Appraisal Reviews - 2 Review Reports	2			2	\$1,900.00	\$2,240.05
Right of Way Negotiations - 2 Parcels			75	75		\$9,673.95
Escrow Coordination		10		10		\$1,348.49
Caltrans ROW Certification/Project Close-out			8	8		\$1,031.89
TOTAL HOURS	9	14	83	106		
TOTAL COST	\$1,530.24	\$1,887.89	\$10,705.84		\$7,900.00	\$22,023.97

AMENDMENT NO. 1**CITY OF LATHROP AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH ASSOCIATED ENGINEERING GROUP FOR THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION CAPITAL IMPROVEMENT PROJECT PS 15-02**

THIS AGREEMENT, dated for convenience this 12th day of August 2019, is by and between Associated Engineering Group ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced and competent to assist the City to provide engineering consulting services required by this agreement; and

WHEREAS, on March 11th, 2019, City Council approved AGREEMENT for CONSULTANT for the Louise Avenue and McKinley Avenue Intersection Capital Improvement Project PS 15-02 for a sum not to exceed \$95,070 to CONSULTANT; and

AGREEMENT**(1) Scope of Service.**

CONSULTANT agrees to perform services in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT on a time and materials basis in accordance with Exhibit "A" up to a sum not to exceed **\$40,000** Consulting Services as set forth in Exhibit "A" and incorporated herein by reference, notwithstanding any contrary indications which may be contained in CONSULTANT'S proposal. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

Payment is made based on a time and material basis.

(3) Effective Date and Term.

The effective date of this Agreement is **August 12, 2019**, and it shall terminate no later than **June 30, 2020**.

(4) Independent Contractor Status.

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting.

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment of Personnel.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: **Jim Freitas**, CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

(8) Assignment and Subcontracting.

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S Public Works Director. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S Public Works Director.

(9) Insurance.

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor, unless otherwise authorized by City. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Workers Compensation Insurance shall be provided as required by law, and Employer's Liability Insurance shall be provided with limits of not less than one million dollars.

In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement.

If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage, so long as commercially available at reasonable rates.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

- (d) Deductibles and Self-Insured Retentions. CONSULTANT's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement, so long as commercially available at reasonable rates.
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility.

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, that (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform in accordance with the Standard of Care in Article 11.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession in accordance with Article 11.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Standard of Care.

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information. No warranty or guarantee, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

(12) Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, by signing this agreement CONSULTANT states that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(13) Business Licenses.

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(14) Termination.

Either CITY or CONSULTANT may cancel this Agreement at any time for convenience upon thirty (30) days written notification to other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(15) Funding.

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years. CONSULTANT shall not be required to provide services beyond available funding.

(16) Notices.

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

MAIN (209) 941-7430
FAX: (209) 941-7449

To Consultant: Associated Engineering Group
4206 Technology Dr., Ste. 4
Modesto, CA 95356
Phone: (209) 545-3390
ATTN: Jim Freitas

(17) Miscellaneous.

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the any General Contractor retained by the CITY of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(19) Notice to Proceed.

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

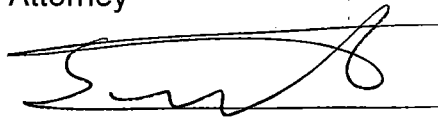
(20) Signatures.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO.1
ASSOCIATED ENGINEERING GROUP PS 15-02

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Approved By:

City of Lathrop
City Manager

Stephen J. Salvatore

Date

CONSULTANT:

Associated Engineering Group
4206 Technology Dr., Ste. 4
Modesto, CA 95356

Fed ID # _____
Lathrop Business License # _____

Signature

Date

(Print Name and Title)

Scope of Work

After reviewing the Request for Proposal, dated January 17, 2019, it is our understanding that the project will include but not be limited to the outlined scope identified in the RFP. See below for a summary of the scope of work to be performed:

TASK 1 – RECONNAISSANCE AND FIELD SURVEYS

Topographic Survey

Associated Engineering Group, Inc. will perform the required services for the preparation and coordination of a topographic survey as required for design purposes. We will perform the field data collection to include horizontal locations of planimetric features along with surface and subsurface utilities. The preparation of the base mapping and topographic plans will be prepared in AutoCAD format and provided to design team as needed to perform task items 3 & 4.

- Obtain and review project related documents.
- Perform field survey.
- Prepare topographic plan and base mapping.
- Coordinate with property owners, utility agencies and city staff as needed during field survey.
- Maintain coordination with utility agencies throughout the project.
- Potholing requirements will be determined during preliminary engineering and will be addresses on the construction document specification and contractors' requirements.

Site Visit and As-Built Plan Review

Fehr & Peers will perform a site visit to observe traffic patterns including pedestrian, bicycle, and truck activity. We will field check existing traffic signal equipment to evaluate its condition and verify as-built traffic signal plans provided by the City. Visible utilities and drainage facilities will be noted for use in the design to reduce potential of conflict with proposed traffic signal equipment.

Traffic Counts

We will perform weekday AM and PM peak hour traffic counts at the intersection to determine the existing volumes and turning movements for cars, trucks, pedestrians, and bicyclists.

TASK 2 – ENVIRONMENTAL

Total for Add Alternatives 4,5,6, and 7: \$40,000

The proposed project is subject to both the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). This proposal is based on the assumption that that the project will qualify for a Categorical Exclusion under NEPA and a Categorical Exemption under CEQA.

BaseCamp Environmental will perform the necessary work for the environmental task to include the following:

NEPA Compliance Tasks

The project is eligible for a Categorical Exclusion under NEPA. BaseCamp will prepare a Caltrans Preliminary Environmental Study form on the assumption that the NEPA CE clearance can be accomplished without technical studies. If technical studies are required by Caltrans, the necessary studies will be prepared on an extra services basis. The potentially-required technical studies are listed below.

Subtask A: Prepare PES Form and Facilitate NEPA Determination

BaseCamp will prepare a preliminary version of the Caltrans PES form in consultation with Associated and submit an Administrative Draft to the City for review and comment. The PES form will be revised in response to City comments, and, on City approval, submit the PES form to Caltrans. If required, BaseCamp will attend a field meeting with Caltrans to discuss the PES, anticipated NEPA determination, required

TASK 2 – ENVIRONMENTAL (continued)

technical studies and Area of Potential Effect. It is anticipated Caltrans will complete and sign the PES form as submitted, subject to Caltrans staff modifications; if requested by Caltrans, BaseCamp will revise the PES as requested.

On behalf of the City, BaseCamp will coordinate with Caltrans staff and provide assistance, information and documentation as required to support completion of Categorical Exclusion documentation without technical studies, or minimizing technical study requirements, as feasible.

CEQA Compliance Tasks

Improvements to the existing facilities are relatively minor and will not add capacity to the subject intersection. As a result, the project is assumed to qualify for a Categorical Exemption under CEQA, which will require minimal services.

Subtask B: Evaluate Applicability of Potential CEQA Exemptions, Prepare and File Notice of Exemption

BaseCamp Environmental, Inc. (BaseCamp) would visit the project site and evaluate the project's potential exemption qualifications. Provided that the project qualifies for a CEQA exemption, BaseCamp would prepare a written exemption analysis for the project file and prepare and file a Notice of Exemption with the County Clerk upon approval of the project. Upon filing of the NOE, the CEQA process for the intersection project would be complete.

Environmental Technical Studies (Add Alternative items if required)

Add Alternative 1: Air Quality Conformity

The project appears to be exempt from regional conformity per 40 CFR 93.127 and should not be considered a Project of Air Quality Concern (POAQC) or require quantitative modeling. BaseCamp will prepare the necessary confirmation documents for City submittal to the Interagency Consultation process.

Add Alternative 2: Area of Potential Effect (APE) Map

BaseCamp Environmental will work with Associated to prepare a draft APE map for review and approval by the City. The APE will be plotted on a project base map clearly depicting existing and proposed right-of-way and intersection geometrics, proposed improvement geometrics and the proposed archaeological, and if necessary historical, APE boundaries. Signature lines will be provided for the City Project Engineer, the Caltrans PQS and the Local Assistance Engineer. On City approval, the APE map will be submitted for Caltrans review and comment and revised as required until approved by Caltrans.

Add Alternative 3: Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR)

If required, an ASR and accompanying HPSR will be prepared under the direction of BaseCamp Environmental by subcontractor Solano Archaeology in accordance with Caltrans SER, Section 106 of the NHPA and CEQA requirements as well as any applicable programmatic agreements. The technical basis for the document will include a search of the CSU Stanislaus database, contextual research, consultation with Native American representatives, a field survey of the project site, analysis of potential cultural resource effects and identification of avoidance, minimization and mitigation measures needed to assure compliance with applicable federal statutes and executive orders. The ASR/HPSR will be submitted to the City for review and approval, revised as required and submitted to Caltrans for review and comment; the ASR/HPSR will be revised as required until approved by Caltrans.

Add Alternative 4: Initial Site Assessment (ISA)

COST \$ 6,000

If required, BaseCamp will prepare an Initial Site Assessment (ISA) of potential hazardous waste and hazardous material concerns on and near the project site in accordance with the requirements of the Caltrans SER and ASTM 1527 guidance for the preparation of Phase I Environmental Site Assessments. The technical basis for the document will include a search of the applicable government databases, review of aerial photographs and maps, a field survey of the project site, analysis of potential hazardous waste and material issues.

TASK 2 – ENVIRONMENTAL (continued)

Add Alternative 5: Natural Environment Study – Minimal Impact (NES-MI)

COST \$7,500

Significant biological concerns are not anticipated, and no documentation may be required of the City. If required, an NES-MI will be the appropriate biological resource document. The NES-MI will be prepared under the direction of BaseCamp Environmental by subcontractor Moore Biological Consultants in accordance with Caltrans SER requirements. The technical basis for the document will include a search of the CNDDDB, US Fish and Wildlife and other applicable databases, a field survey of the project site, analysis of potential biological effects and identification of avoidance, minimization and mitigation measures needed to assure compliance with applicable federal statutes and executive orders.

Add Alternative 6: Noise Technical Memorandum

COST \$1,500

The project is not a Type 1 project requiring a Noise Study Report and does not appear to involve sensitive receptors or residences in the project vicinity. Nonetheless, Caltrans may require preparation of a Noise technical memorandum addressing potential construction noise impacts. BaseCamp will prepare and submit a draft Noise technical memorandum for City review and approval. The memo will be revised as required and submitted to Caltrans for review and comment, and then revised as required to obtain Caltrans approval.

Add Alternative 7: CEQA Initial Study/Mitigated Negative Declaration

COST \$25,000

If the project does not qualify for a Categorical Exemption, CEQA will likely require preparation of an Initial Study/Mitigated Negative Declaration. In that case, the following tasks define the work required for CEQA document preparation and processing.

Subtask A: Prepare Administrative Draft Initial Study/Mitigated Negative Declaration.

BaseCamp Environmental will prepare an Administrative Draft Initial Study based on Appendix G of the most recent CEQA Guidelines that describes the environmental setting of the project and the project's potential environmental effects in each of the areas of concern listed in the Initial Study Checklist. The Initial Study will include:

A Project Description will describe the major elements of the project using text and graphics.

The Initial Study will include a narrative presenting background information and impact analysis in each of the areas of concern identified in the CEQA checklist. The analysis will include a significance determination; where potentially significant environmental effects are identified, the Initial Study will present feasible mitigation measures that could avoid, minimize or mitigate the significant effects.

The analyses will rely on technical information included in NEPA technical studies where appropriate and otherwise on available technical publications including the Lathrop City General Plan, previous BaseCamp CEQA studies for projects in the project vicinity, California Air Resources Board air monitoring data, NRCS soils surveys, State Important Farmland Maps, State geologic, fault and seismicity maps, Geotracker and Envirostor databases, FEMA FIRMs and State demographic data, among others.

The administrative Draft IS/MND will be submitted to the City for review and comment. BaseCamp will incorporate City comments into the IS/MND.

Subtask B: Public Review Draft IS/MND

The revised IS/MND will be resubmitted to the City for final (screencheck) review together with a draft Notice of Intent, Notice of Completion and IS/MND Summary. Upon City comment and approval, BaseCamp will transmit the NOC and 15 IS/MND summaries to the State Clearinghouse, the Notice of Intent and 5 copies of the IS/MND to the City, and the electronic version of the entire document for uploading to the City web site, reproduction and distribution to local agencies as required.

TASK 2 – ENVIRONMENTAL (continued)

BaseCamp will provide technical support City staff in publishing the Notice of Intent, in making the required Notice of Intent and IS/MND filing with the San Joaquin County Clerk/Recorder, and in identifying local parties that should receive a Notice of Intent.

Subtask C: Prepare City Council Adoption Materials

BaseCamp and Associated will review comments received during the public review period and prepare responses to comments, where warranted, in memo format rather than a standalone Final IS/MND. It is assumed that comments do not raise major new issues or objections to the project that require lengthy responses, or that might trigger recirculation of the IS/MND. BaseCamp will also prepare a Mitigation Monitoring/Reporting Plan (MMRP) for review and comment by the City. Both the response to comment memo and the MMRP will be revised to reflect City comments and then resubmitted for incorporation in the City Council approval materials.

Subtask D: Notice of Determination

BaseCamp will prepare a Notice of Determination (NOD) for the project immediately following approval and submit it to City staff for review. BaseCamp will file the NOD with the San Joaquin County Clerk. Filing fees will be the responsibility of the City.

TASK 3 – PRELIMINARY ENGINEERING & FINAL DESIGN

Roadway Design and Civil Improvements

Associated Engineering Group, Inc. will prepare documents, studies, drawings and technical specifications for the intersection improvement project. We will evaluate existing wheel chair ramps, intersection, corridor signage, striping, road widening, and pavement rehabilitation. Truck turning movement simulations will be prepared per STAA truck route compliance for geometric design. Prepare preliminary design recommendations for City review and comments. We will address comments and prepare final design for City approval.

Forecasting and Traffic Study

Fehr & Peers will complete a traffic analysis for the intersection of Louise Avenue and McKinley Avenue to determine the required intersection configurations to provide acceptable level of service conditions for build-out of the City's General Plan.

Using a combination of Existing AM and PM peak hour traffic counts and the San Joaquin Council of Governments (SJCOG) / City of Lathrop Travel Demand Forecasting (TDF) Model, Fehr & Peers will develop Cumulative AM and PM peak hour volumes for the intersection. Fehr & Peers will analyze the intersection using Synchro and SimTraffic to determine intersection geometrics, pocket lengths, phasing plan, and resulting delays, levels of service and queue lengths.

Documentation and Meetings

The results of the traffic analysis and recommendations including traffic index, lane geometry, turn pocket lengths, and traffic signal phasing will be documented in a draft Technical Memorandum for one round of review and comment by the City of Lathrop. Our team will meet with the City to discuss any questions or comments and incorporate feedback into a Final Traffic Operations Technical Memorandum.

Schedule

Associated Engineering Group, Inc. will prepare and maintain a detail schedule for the project and submit regular updates to the City and design team.

TASK 4 – CONSTRUCTION DOCUMENTS

Associated Engineering Group, Inc. with the support services of Fehr & Peers will prepare plans, specifications, and estimates (PS&E) for the intersection improvement project at Louise Avenue and McKinley Avenue.

The traffic signal modification design will accommodate the widening of Louise Avenue and include modification of vehicle, bicycle, and pedestrian detection, vehicle and pedestrian signals, and intersection safety lighting. Our design will include upgrading the existing pedestrian detection to Accessible Pedestrian Signals with equipment located per the latest ADA and CA MUTCD guidance. We expect that the existing controller and service cabinets will be able to remain in place. Plans will include updated conductor and equipment schedules.

Our team will prepare PS&E at 60%, 90%, and 100% levels for City review. We will address comments at each submittal level and prepare written responses to the comments. We will be available to meet with the City following each review to discuss any comments. We have budgeted for one in person meeting and two teleconferences during this task. Final plans will be submitted electronically in both .pdf and .dwg format as well as hard copy mylar. Final specifications will be submitted electronically in Microsoft Word format. The cost estimate will be provided as a lump sum item.

PS&E will comply with the latest City of Lathrop Design Standards, Standard Plans, Standard Specifications, Caltrans Standard Plans (2018), Caltrans Standard Specifications (2018) and the California Manual on Uniform Traffic Control Devices (CA MUTCD) (2014). PS&E will be prepared under the responsible charge of Ryan Carrel P.E., C61619 and Kristin Calia, P.E., C62461.

Traffic Signal Timing Sheet

Fehr & Peers will generate updated traffic signal timing parameters based upon the Task 3 Traffic Study recommendations. We will provide the City with an updated traffic signal timing sheet in Microsoft Excel format.

TASK 5 – BID PERIOD SERVICES

Our team will be available for support during the pre-bid and pre-construction periods. We will attend up to two in-person meetings (pre-bid and pre-construction). We will be available to respond to contractor questions and provide clarification on the Intersection Project PS&E. If necessary, we will provide revised PS&E incorporating addenda resulting from the bidding process.

Milestone Schedule

TASK ITEM	2019									
	March	April	May	June	July	August	September	October	November	
Task 1 - Reconnaissance and Field Survey										
Topographic Survey										
Traffic Counts										
Task 2 - Environmental										
NEPA Compliance										
PES Form										
CEQA Compliance Task										
Evaluate Applicability of Potential Exemption										
Notice of Exemption										
Task 3 - Preliminary Engineering										
Roadway Design and Civil Improvements										
Forecasting and Traffic Study										
Design Review and Approval										
Task 4 - Construction Documents										
Construction Documents										
Plan Check Review and Approval										
Task 5 - Bid Period Services										
Bidding and Support Services										

Note: Task item 2 - Environmental; may require additional technical studies which will require additional time to perform.

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